

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEW JERSEY

SALERNO MEDICAL ASSOCIATES, LLP,

Plaintiff,

v.

INTEGRITY PRACTICE SOLUTIONS, LLC;
INTEGRITY MEDICAL SYSTEMS, LLC;
CHINTAN TRIVEDI; JOHN DOES 1-10; and
ABC CORPORATIONS 1-10,

Defendants.

Docket No.

Civil Action

**DECLARATION OF
LUZ CAPCHA**

I, Luz Capcha, of full age, declare as follows:

1. I am employed as the Billing Manager for the plaintiff, Salerno Medical Associates, LLP ("**SMA**"), in the above-captioned matter. In that role, I have become intimately familiar with SMA's administration of its contractual arrangements with defendants, Integrity Medical Systems, LLC ("**IMS**") and Integrity Practice Solutions, LLC ("**IPS**"), and their owner, co-defendant Chintan Trivedi ("**Mr. Trivedi**"). I have personal knowledge of the facts I declare herein.

2. From the inception of SMA's relationship with Mr. Trivedi, IMS, and IPS, I have been an active participant in SMA's ongoing assessment of its relationship with IMS and IPS, and I, like certain other SMA employees, have been in regular communication with IMS, IPS, and Mr. Trivedi. I would often communicate with IMS and IPS personnel (which were one and the same) regarding payment of invoices due to each entity.

3. Over the course of SMA's and IMS's years' long business relationship, SMA has entrusted IMS with the protected health information ("**PHI**") of approximately 16,000 patients. Such PHI includes, without limitation, patients' names, patients' telephone numbers, patients'

addresses, patients' medical records, patients' radiograph images, laboratory results, and other information and documents regarding a patient's health status and the provision of, and payment for, medical services provided to patients (the "SMA Patient Data").

4. After it became clear to SMA that Mr. Trivedi could no longer be trusted, in or about December 2019, I, on behalf of SMA, affirmatively demanded that IMS begin the process to transfer SMA's Patient Data back to SMA.

5. Indeed, we sent IMS a hard drive to facilitate the SMA Patient Data migration process, and repeatedly advised that SMA's in-house information technology personnel were standing ready to receive the data. Indeed, we estimate that about 150 hours of our information technology personnel's time, valued at approximately \$22,450, has been spent preparing for the data migration. Further, we agreed to pay a reasonable data migration fee.

6. Even though we earnestly sought to initiate the migration as soon as possible, and made clear to IMS that it was no longer authorized to retain the SMA Patient Data for purposes other than the migration of the same back to SMA, IMS engaged in a campaign of delay and obfuscation, making clear to us that it would not return the data to us unless and until we paid IMS and IPS amounts allegedly owed to them by SMA, including amounts allegedly owed for electronic medical recordkeeping ("EMR") services allegedly provided by IMS in 2014 and 2015.

7. SMA, through December 2019, has paid IMS \$285,515.31 for EMR services provided, including for amounts for services provided in 2014 and 2015.

8. Notwithstanding this, as recently as February 10, 2020, IMS, by and through Raghav, an individual in Mr. Trivedi's employ, sent me an email containing the an Excel spreadsheet, a portion of which I've pasted below, reflecting that, from January 2014 through March 2020, the total amount that IMS has invoiced SMA is \$262,619.66, *well below* the total

amount of money that SMA has, in fact, paid IMS, and outrageously demands an additional \$87,572.19.

Salerno Medical Associates EMR Service							
Quarterly One Time Upfront Charges	Invoice Numbers	Monthly Rate	Invoice Amount	Due Amount	Status	Payment Details	
Jan2014 to Mar2014	#0002346	\$2,193.00	\$7,039.53	\$7,039.53	Invoice Closed	12/2/16	\$10,000.00
Apr2014 to Jun2014	#0002346	\$2,193.00	\$7,039.53	\$7,039.53	Invoice Open		
Jul2014 to Sep2014	#0002346	\$2,193.00	\$7,039.53	\$7,039.53	Invoice Open		
Oct2014 to Dec2014	#0002346	\$2,193.00	\$7,039.53	\$7,039.53	Invoice Open		
Jan2015 to Mar2015	#0002346	\$2,193.00	\$7,039.53	\$7,039.53	Invoice Open		
Apr2015 to Jun2015	#0002346	\$2,193.00	\$7,039.53	\$7,039.53	Invoice Open		
Jul2015 to Sep2015	#0002346	\$2,193.00	\$7,039.53	\$7,039.53	Invoice Open		
Oct2015 to Dec2015	#0002346	\$2,193.00	\$6,842.17	\$6,842.17	Invoice Open		
Jan2016 to Mar2016	#002200	\$2,193.00	\$7,039.53	\$0.00	Invoice Closed	12/27/16	\$5,000.00
Apr2016 to Jun2016	#002201	\$2,193.00	\$7,039.53	\$0.00	Invoice Closed	2/24/17	\$11,750.00
Jul2016 to Sep2016	#002202	\$2,193.00	\$7,039.53	\$0.00	Invoice Closed	5/1/17	\$12,800.00
Oct2016 to Dec2016	#002203	\$2,193.00	\$7,039.53	\$0.00	Invoice Closed	5/12/17	\$10,000.00
Jan2017 to Mar2017	#0001049	\$2,610.00	\$8,368.31	\$0.00	Invoice Closed	8/29/17	\$9,600.00
Apr2017 to Jun2017	#0001050	\$2,610.00	\$8,368.31	\$0.00	Invoice Closed		
Jul2017 to Sep2017	#002753	\$2,610.00	\$8,368.31	\$0.00	Invoice Closed		
Oct2017 to Dec2017	#002754	\$2,610.00	\$8,378.28	\$0.00	Invoice Closed	8/7/18	\$27,475.24
Jan2018 to Mar2018	#002755	\$3,515.00	\$11,243.61	\$0.00	Invoice Closed		
Apr2018 to Jun2018	#4085	\$3,515.00	\$11,243.61	\$0.00	Invoice Closed	9/5/18	\$11,243.61
Jul2018 to Sep2018	#4227	\$3,515.00	\$11,243.61	\$0.00	Invoice Closed	7/10/18	\$6,303.31
Oct2018 to Dec2018	#002101	\$3,515.00	\$11,243.61	\$0.00	Invoice Closed	11/9/18	\$11,243.61
Jan2019 to Mar2019	#0002176	\$3,515.00	\$11,243.61	\$0.00	Invoice Closed	8/28/18	\$11,243.61
Apr2019 to Jun2019	#0002239	\$4,129.00	\$13,207.64	\$0.00	Invoice Closed	8/23/19	\$13,207.65
Jul2019 to Sep2019	#002209	\$4,258.00	\$15,222.85	\$15,222.85	Invoice Open		
Oct2019 to Dec2019	#0002361	\$5,074.00	\$16,230.46	\$0.00	Invoice Closed	1/14/20	\$16,230.46
Jan2020 to Mar2020	#0025-039	\$5,074.00	\$16,230.46	\$16,230.46	Invoice Open		
			\$262,619.66	\$87,572.19			\$175,047.49

9. A copy of this email, along with its attachment, is attached hereto as **Exhibit A**.

10. Whether by negligent bookkeeping or by design, IMS is purposefully demanding payment of monies to which it is decidedly not entitled and it is holding SMA Patient Data hostage until said amount is paid, thereby placing SMA, and, more importantly, its patients, at the mercy of the bounds of Mr. Trivedi's avarice.

11. In addition, over the past two weeks, up to and including today, June 9, 2020, IMS has been, it appears, purposefully interrupting SMA's ability to access the SMA Patient Data by, among other things, willfully disconnecting, at random, certain SMA users' access to the SMA Patient Data, *i.e.* – these random users are kicked off of, and lose the ability to login to, the Meditab software that is licensed to SMA through IMS, and, hence, they lose the ability to treat patients during the period of disconnection. The periods of disruption last, on average, between twenty to ninety minutes, and occur during our regular business hours when patients are being treated. When these incidents occur, an error message pops up on the SMA user's computer that says: "The remote computer has ended the connection."

12. Although we have had some connectivity issues with the IMS system in the past, the problem has never been as bad as it has become over the past two weeks, during which certain random users completely lose the ability to login and access the SMA Patient Data. Now, at any single point in time during regular business hours, approximately between 30-50 of SMA's users are unable to log into the Meditab EMR software that SMA licenses through IMS and unable to access the SMA Patient Data housed on IMS's servers.

13. When I have raised these issues with Mr. Trivedi, and what I think is a clear retaliatory attempt frustrate the medical care that SMA provides to its patients, Mr. Trivedi paints a façade of cooperation but, in fact, engages in nothing more than delay and obfuscation. He has responded by requesting that SMA provide him with burdensome additional details, which serve no purpose other than delay and which SMA was never before required to provide to resolve any issues that may have previously emerged regarding the SMA Patient Data and the EMR services that IMS provides to SMA. Indeed, as recently as an email I sent today, I advised Mr. Trivedi as follows, and reiterated SMA's demand for the return of the SMA Patient Data. Specifically, I wrote to Mr. Trivedi as follows:

If IMS had complied with SMA's demand, first made at the end of 2019, that IMS immediately return to SMA our patient data, which is SMA's property, we would not be in this position right now. In the past, whenever we had connectivity issues (although such issues were never as significant and pervasive as they have become since the emergence of this dispute between us), you never requested that we first clear the kinds of obstacles that you are now creating with the obvious retaliatory purpose of delaying us and frustrating the care that SMA is providing to our patients.

Please immediately transfer our data to us. It is wrong for you and IMS to continue to hold the same hostage. Please be reminded that IMS no longer possesses the authority to continue to use SMA's data as it had been prior to our data transfer demand.

In the meantime, please fix the issues I've identified so that we can treat our patients until the data migration is complete. I believe that I have been specific enough with respect to the issues we are experiencing. If you have any questions, please don't hesitate to call me at any time.

14. In his email response to me, Mr. Trivedi ignored SMA's demand for the return of the SMA Patient Data, disregarded the significance of the consistent and pervasive disruptions, described above, that SMA has been experiencing for the past two weeks, and denied that the SMA Patient Data was being held hostage because, in his words, "SMA always has and continues to have access to the EMR software/platform and the data on it."

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Dated: June 9, 2020



Luz Capcha

EXHIBIT A

Luz Capcha

From: raghavendra@iglobalservices.net
Sent: Monday, February 10, 2020 12:56 PM
To: Luz Capcha
Subject: IMS licences update
Attachments: Salerno Medical Updated.xls

Hi Luz,

Please find attached statement and licences list given below.

If any queries please let me know.

Thanks
Raghav

From: "Anu Pillai" <anu@iglobalservices.net>
To: raghavendra@iglobalservices.net
Cc: "Tarun Thakur" <tarun@iglobalservices.net>, "implement" <implement@iglobalservices.net>, "Integrity Medical Systems" <accounting@iglobalservices.net>
Sent: Monday, February 10, 2020 9:55:03 AM
Subject: Re: IMS licences

Hi Raghav,

Below is the list of all Providers and NP with SMA.

Name	DOB	Sex	Job Title
Gabaud Dumesle, Guetty		Female	Nurse Practitioner
Fodor, Andrea		Female	Nurse Practitioner
Mayers, Sharon		Female	Nurse Practitioner
Errazo, Christina		Female	Nurse Practitioner
Vasquez, Maria		Male	Nurse Practitioner
Parvez, Uzma		Female	Provider
Cheng, Christopher		Male	Provider
Galope, Roel		Male	Provider
Chapanian, Sarin		Male	Provider
Mendez, Missy		Female	Provider
Fidalgo, Sofie		Female	Provider
Evans, Elizabeth		Female	Provider
Marino, Amanda		Female	Provider
Lutchman, Gordon		Male	Provider
Laschiver, Bela		Female	Provider
Larrea, Diana		Female	Provider
Larrea, Diana		Female	Provider
Shah, Nilay		Male	Provider
Serrano, Darlene		Female	Provider
Sanchez, Nyasia		Female	Provider
Salerno, Svetlana		Female	Provider
Salerno, Alexander		Male	Provider
Sahni, Rakesh		Male	Provider
Ramos, Aida		Female	Provider
Acevedo Beltran, Edrik		Male	Provider
Davidson, Leo		Male	Provider
Rahman, Syed		Male	Provider
Hsieh, Kiang-Yiao		Male	Provider

Thank you,

Anu Pillai

[Phone:973-810-0196| Fax: 888-908-9074]

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Salerno Medical Associates EMR Service								
Quarterly	Invoice Numbers	Monthly Rate	Invoiced Amount	Due Amount	Status	Payment Details		
One Time Upfront Charges	#1262		\$26,750.00	\$0.00	Invoice Closed	12/2/16		\$10,000.00
Jan2014 to Mar2014	#0002366	\$2,193.00	\$7,039.53	\$7,039.53	Invoice Open			
Apr2014 to Jun2014	#0002366	\$2,193.00	\$7,039.53	\$7,039.53	Invoice Open			
Jul2014 to Sep2014	#0002366	\$2,193.00	\$7,039.53	\$7,039.53	Invoice Open			
Oct2014 to Dec2014	#0002366	\$2,193.00	\$7,039.53	\$7,039.53	Invoice Open			
Jan2015 to Mar2015	#0002366	\$2,193.00	\$7,039.53	\$7,039.53	Invoice Open			
Apr2015 to Jun2015	#0002366	\$2,193.00	\$7,039.53	\$7,039.53	Invoice Open			
Jul2015 to Sep2015	#0002366	\$2,193.00	\$7,039.53	\$7,039.53	Invoice Open			
Oct2015 to Dec2015	#0002366	\$2,193.00	\$6,842.17	\$6,842.17	Invoice Open			
Jan2016 to Mar2016	#002200	\$2,193.00	\$7,039.53	\$0.00	Invoice Closed	12/27/16	Chk#1150	\$5,000.00
Apr2016 to Jun2016	#002201	\$2,193.00	\$7,039.53	\$0.00	Invoice Closed	2/24/17	Chk#7639	\$11,750.00
Jul2016 to Sep2016	#002202	\$2,193.00	\$7,039.53	\$0.00	Invoice Closed	5/1/17	Chk#7756	\$12,800.00
Oct2016 to Dec2016	#002203	\$2,193.00	\$7,039.53	\$0.00	Invoice Closed	5/12/17	Chk#7770	\$30,000.00
Jan2017 to Mar2017	#00001049	\$2,610.00	\$8,368.31	\$0.00	Invoice Closed	9/25/17	Chk#8514	\$9,600.00
Apr2017 to Jun2017	#00001050	\$2,610.00	\$8,368.31	\$0.00	Invoice Closed			
July2017 to Sep2017	#002753	\$2,610.00	\$8,368.31	\$0.00	Invoice Closed	6/7/18	Chk#10060	\$27,425.24
Oct2017 to Dec2017	#002754	\$2,925.00	\$9,378.28	\$0.00	Invoice Closed			
Jan2018 to Mar2018	#002755	\$3,515.00	\$11,243.61	\$0.00	Invoice Closed			
April2018 to June2018	#4085	\$3,515.00	\$11,243.61	\$0.00	Invoice Closed	9/5/18	Chk#10534	\$11,243.61
July2018 to Sep2018	#4227	\$3,515.00	\$11,243.61	\$0.00	Invoice Closed	7/10/18	Chk#10218	\$5,303.31
Oct2018 to Dec2018	#0002101	\$3,515.00	\$11,243.61	\$0.00	Invoice Closed	11/9/18	Chk#11043	\$11,243.61
Jan2019 to Mar2019	#0002176	\$3,515.00	\$11,243.61	\$0.00	Invoice Closed	8/28/19	Chk#12524	\$11,243.61
April2019 to June2019	#0002239	\$4,129.00	\$13,207.64	\$0.00	Invoice Closed	9/23/19	Chk#12699	\$13,207.65
July2019 to Sep2019	#0002309	\$4,759.00	\$15,222.85	\$15,222.85	Invoice Open			
Oct2019 to Dec2019	#0002361	\$5,074.00	\$16,230.46	\$0.00	Invoice Closed	1/14/20	Chk#13169	\$16,230.46
Jan2020 to Mar2020	#2020-039	\$5,074.00	\$16,230.46	\$16,230.46	Invoice Open			
			\$262,619.66	\$87,572.19				\$175,047.49